Fed. 654. If the doctrine of the principal case is good law, would it not seem that Congress would have to prescribe each minute regulation necessary to carry out an act (which is manifestly impossible) or else that the regulations established by an executive department would be ineffective, since Congress could not determine that an infraction thereof would constitute an offense against the United States?

CONSTITUTIONAL LAW—REGULATION OF CHILD LABOR.—Defendant was informed against for employing a minor under sixteen years of age for a greater period than ten hours a day in violation of a state statute. After conviction, he appealed on the ground that the law was unconstitutional as being in conflict with the Fourteenth Amendment to the Federal Constitution. *Held,* that the provisions of this article do not limit the power of the state to interfere with the parental control of minors. *State* v. *Shorey* (1906), — Ore. —, 86 Pac. Rep. 881.

While this decision is unquestionably in accord with the law on this subject, a single question may raise the point as to how far the legislature may go in making regulations of this kind and having them sustained on the ground that they are a reasonable exercise of the police power. Children being capable of contracting only to a limited extent, the power of the legislature to regulate the relations between parent and child has never been questioned seriously. *People* v. *West,* 106 N. Y. 203; *Village of Carthage* v. *Frederick,* 122 N. Y. 268. In order that these regulations, whether affecting infants or adults, may be sustained on this ground, courts are agreed that they must be reasonable, and usually affect an employment involving a direct danger to public morals or decency, or of life or limb. *Allgeyer* v. *Louisiana,* 165 U. S. 578; *Mugler* v. *Kansas,* 123 U. S. 623; *Crowley* v. *Christienson,* 137 U. S. 86; *In re Converse,* 137 U. S. 624. The law is well settled that legislatures cannot act arbitrarily in this matter, and if it is apparent that they have done so, it is within the province of the court to declare the act unconstitutional. *Matter of Jacobs,* 98 N. Y. 98. The objectionable feature of the Oregon law, as contended by the defendant, is that it prohibited the employment of children at an hour earlier than seven o'clock in the morning, or later than six o'clock at night, and it was therefore unreasonable. It would seem that the thing the law aimed at was to fix a maximum number of hours during which a child might be employed, as being conducive to the child's best interests and welfare. The defendant's contention that the clause which forbids employment after six o'clock without regard to the number of hours the child had worked previously during the day, was strong evidence that the legislature had acted arbitrarily in the matter. Taking into consideration the reasons which usually underlie these enactments, and the fact that certain lines of business render it necessary to have the work performed during different hours, the argument ought justly to carry some weight. The defendant not having been prosecuted under that provision of the statute, the court said that he was in no position to raise the question. A similar law of the same state regulating the employment of women in factories, was construed

as not violating this provision of the Federal Constitution, being a reasonable exercise of the police power, the Oregon court following the decisions of Massachusetts, Nebraska and Washington, and disapproving of the contrary holdings in Illinois.

CONTRACTS—MUTUALITY—CONSIDERATION.—A lease from defendant to plaintiff contained a stipulation prohibiting the plaintiff from subletting the premises or signing the lease unless the defendant's consent was endorsed on the back of the lease. Subsequently the plaintiff obtained a written agreement from the defendant providing for such endorsement if the plaintiff succeeded in obtaining an acceptable tenant. The plaintiff alleged in his petition that he had obtained an *acceptable tenant,* but that the defendant refused to perform his agreement; on demurrer to the petition, *Held,* that the petition is sufficient. *Underwood Typewriter Co.* v. *Century Realty Co.* (1906), — Mo. —, 94 S. W. Rep. 787.

The defenses to this action were want of mutuality and lack of consideration. The defendant contended that since an action could not have originally been brought on the agreement, therefore, one could not be instituted subsequent to the efforts of the plaintiff in obtaining an acceptable tenant. This is the point where the defendant failed to distinguish the cases on mutuality. It is conceded that an action could not have been brought on the agreement before the plaintiff had taken any steps in furtherance of his part, because of the lack of mutuality. The plaintiff's action was a condition precedent. Before the plaintiff had spent time and money in seeking for an acceptable tenant the agreement was revocable. Subsequent to such action it was irrevocable. The original agreement was a continuing offer which became binding on the defendant upon performance by the plantiff. *Muscatine Water Works Co.* v. *Muscatine Lumber Co.,* 85 Ia. 112, 52 N. W. Rep. 108, 39 Am. St. Rep. 284; *Andreas* v. *Holcombe, 22* Minn. 339. It has been said that "A promise lacking mutuality at its inception becomes binding on the promisor after performance of the promisee." *Willets* v. *Sun Mut. Ins. Co.,* 45 N. Y. 45, 6 Am. Rep. 31. Other cases in support of the same doctrine are *Storm* v. *U. S.,* 94 U. S. 76; *South & North Ala. Ry. Co. et al.* v. *Railroad Co. et al.,* 98 Ala. 400, 13 South. 682, 39 Am. St. Rep. 74; *Nutting* v. *McCutcheon,* 5 Minn. 310. The defense of lack of consideration is somewhat interwoven with that of mutuality. Consideration implies more than something passing between the promisor and the promisee. It may be either a benefit to the promisor or a detriment to the promisee. In this case it was the latter. The plaintiff had expended valuable time and gone to considerable trouble in procuring an acceptable tenant. Will it now be contended that this is not equivalent to a consideration? It is not necessary that a consideration should exist at the time of the original agreement. *Barnes et al.* v. *Perine,* 9 Barb. N. Y. 202; *Kock* v. *Lay, Garnishee of Webster College,* 38 Mo. 147; *Halsa* v. *Halsa,* 8 Mo. 303; *Johnston* v. *Wabash College,* 2 Cart. (Ind.) 555; *Welch* v. *Whelpley,* 62 Mich. 15; 4 Am. St. Rep. 810; *Laclede Const. Co.* v. *Tudor Iron Works,* 169 Mo. 137; 69 S. W. Rep. 384. It was said in one case, "There is no need of actual consideration moving to the promisor, but that detriment to the